

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Rosie Range,

Case No. _____

Plaintiff,

COMPLAINT

v.

Alliant Techsystems, Inc.,

Defendant.

Comes now the Plaintiff, and for her cause of action against the Defendant, states and alleges as follows:

JURISDICTION

1. Jurisdiction is conferred under 29 U.S.C. § 1132(e) as Plaintiff's claim is governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA), 29 U.S.C. § 1001 et seq.

PARTIES

2. Plaintiff is a Minnesota resident.
3. Defendant, Alliant Techsystems, Inc. ("ATK") sponsors the Alliant Techsystems, Inc. Short-Term Disability Plan (the "Plan" or "STD Plan"). The STD Plan is governed by ERISA.

FACTS

4. At all times material herein the Plaintiff was employed by Alliant Techsystems, Inc. On February 9, 2015 ATK's Sporting Group spun off creating Vista Outdoor, Inc.

5. Alliant Techsystems, Inc. maintained an employee short-term disability benefit plan and Plaintiff was a participant in that plan for short-term disability.

6. Alliant Techsystems, Inc. is the Plan Administrator of the STD Plan and delegated responsibility and authority for administering claims to an unrelated third-party administrator, Sedgwick Claims Management Services, Inc. (the “Claims Administrator”).

7. Defendant Alliant Techsystems, Inc. is a fiduciary under the Plan.

8. That as a result of various disabilities the Plaintiff qualified for disability benefits under the STD Plan and continues to be disabled.

9. Plaintiff properly made claims for STD benefits under the policy, but her claim for STD benefits was denied on March 5, 2015 and again on June 5, 2015.

10. The decision to deny the STD benefits is in violation of the Plan, a violation of ERISA, and a violation of the fiduciary duties owed by the Defendant to the Plaintiff.

11. That as a direct and proximate result of the Defendant’s actions, Plaintiff has sustained damages based on benefits due under the Plan.

12. That as a direct and proximate result of Defendant’s actions, Plaintiff has been forced to incur costs and attorney’s fees and, under the terms of ERISA, is entitled to be reimbursed by the Defendant for said fees and costs.

WHEREFORE, Plaintiff requests judgment against the Defendant granting her the following relief:

1. Ordering Defendant to pay Plaintiff all benefits due under the STD Plan.
2. Awarding Plaintiff prejudgment interest on the amount of benefits due.

3. Awarding Plaintiff costs and attorney's fees incurred in bringing this proceeding.

4. Granting Plaintiff such other and further relief as the Court may deem just and equitable.

Dated: October 30, 2015

NOLAN, THOMPSON & LEIGHTON, PLC

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ACKNOWLEDGMENT

The undersigned hereby acknowledges that costs, disbursements and reasonable attorney and witness fees may be awarded to the opposing party or parties pursuant to Minn. Stat. § 549.211, subd. 2, if this pleading is filed in bad faith.

s/Robert J. Leighton, Jr.